

IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF ALABAMA

NOTE FROM THE JURY

CASE NO: 2:06cv893-WKW

DATE : 4/2/07

STYLE OF CASE: Susan DePaola, et al. Vs. V. Restaurants, et al.

In the matter of compensatory damages for breach of contract the "sum which would place the injured party in the same condition it would have occupied if the contract had not been breached."

Does this mean the amount in the original contract + interest or the amount to create the same state for the injured party?

The agreements to remove liens are no longer in force, so much more money would be required to reach that condition today.

Ladies and Gentlemen of the Jury:

The law as given on page 6 of the jury charge is a correct statement of the law. Please try to work within that statement of the law.

Cleta Kay Hanebuth
FOREPERSON

Judge [Signature]
4/3/07 5:20 PM